

HSDG/HLAG/CMA CGM ECUS-WCSA
SLOT CHARTER AGREEMENT

FMC AGREEMENT NO. _____

A Slot Charter Agreement

Expiration Date: None.

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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the HSDG/HLAG/CMA CGM Slot Charter Agreement ("Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize HSDG and HLAG to charter slots on their service in the Trade (as hereinafter defined) to CMA CGM.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "party" or "parties") are:

1. Hamburg Südamerikanische Dampfschiffahrts-Gesellschaft KG
Willy-Brandt Strasse 59-61
20457 Hamburg, Germany
(hereinafter referred to as "HSDG")
2. Hapag-Lloyd Aktiengesellschaft
Ballindamm 25
20095 Hamburg, Germany
(hereinafter referred to as "HLAG")
3. CMA CGM S.A.
4, Quai d'Arenc
13235 Marseilles, Cedex 02
France
(hereinafter referred to as "CMA CGM")

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement applies to the trade between ports on the Atlantic Coast of the United States on the one hand and ports in Colombia, Ecuador, Peru, and Chile on the other hand (hereinafter referred to as the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1(a) HSDG and HLAG (jointly, the "Space Providers") shall charter to CMA CGM, and CMA CGM shall purchase from the Space Providers, space for 350 TEUs (@ 11 tons per TEU) on a round-voyage basis on each sailing of the Space Providers' AGAS/Americas service on such terms and conditions (including slot charter hire) as the parties may agree from time to time. CMA CGM shall receive an allocation of 80 reefer plugs on each sailing. HSDG shall provide slots for 233 TEUs and 53 reefer plugs, and HLAG shall provide slots for 117 TEUs and 27 reefer plugs. Subject to space availability, CMA CGM may purchase additional slots on such terms and conditions as they may agree from time to time.

(b) CMA CGM shall have the option to load inter-port cargo, provided such cargo moves within the applicable voyage leg allocation and conforms with any applicable cabotage laws. Acceptance of IMO out of gauge cargo and/or special equipment shall be at the discretion of the Space Providers and shall be requested by CMA CGM in writing. CMA CGM may not, without the prior written consent of the Space Providers, sub-charter to any third party any slots provided under this Agreement; provided, however, that CMA CGM may sub-charter slots provided hereunder to its wholly-owned subsidiaries without the prior written consent of the Space Providers.

5.2 CMA CGM will make its containers available on, or take delivery of its containers from, the terminal allocated for the relevant vessels at each port prior to the announced export closing time. This Agreement does not authorize joint operation of a marine terminal by the parties in the United States. CMA CMG will contract directly with the local stevedores in the ports called under this Agreement.

5.3 The parties shall maintain their own identities and tariffs and shall issue their own bills of lading. Each party may separately advertise sailings of the vessels subject to this Agreement. Nothing in this Agreement shall be construed as creating a partnership, association or joint venture between the parties.

5.4 The parties are authorized to discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time, including, but not limited to, performance procedures and penalties, procedures for allocating space, forecasting, terminal operations, stowage planning, schedule adjustments, financial procedures, record-keeping, responsibility for loss or damage, insurance, liabilities, claims, indemnification, force majeure, consequences for delays, and treatment of hazardous and dangerous cargoes.

5.5 Further Agreements

Any further agreement contemplated herein cannot go into effect unless filed and effective under the Shipping Act of 1984, except to the extent that such agreement concerns matters exempt from filing pursuant to 46 C.F.R. §535.408(b).

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

The following are authorized to subscribe to and file this Agreement and any accompanying materials and any subsequent modifications to this Agreement with the Federal Maritime Commission:

- (i) Any authorized officer of each of the parties; and
- (ii) Legal counsel for each of the parties

ARTICLE 7: MEMBERSHIP

Membership is limited to the parties hereto, unless otherwise unanimously agreed by the parties.

ARTICLE 8: VOTING

All actions taken pursuant to this Agreement shall require unanimous agreement of the parties.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

9.1 This Agreement shall become effective on the date on which it becomes effective under the U.S. Shipping Act of 1984, as amended, and shall have an initial term running for one (1) year from the effective date ("Initial Term"). If this Agreement is not terminated at the end of the Initial Term, it shall remain in effect indefinitely thereafter.

9.2 The Space Providers on the one hand or CMA CGM on the other hand may withdraw from this Agreement by giving not less than ninety (90) days' notice to the other; provided, however, that such notice may not be given prior to nine months having elapsed after the effective date of this Agreement.

9.3 In the event of withdrawal of either the Space Providers or CMA CGM, the parties shall continue to be liable to one another in respect of all liabilities and obligations accrued due prior to termination and in such other respects as the parties shall determine to be fair as between themselves in relation to the completion of all contracts of carriage outstanding at the date of termination.

9.4 The Federal Maritime Commission shall be promptly notified in writing of any termination date of this Agreement.

ARTICLE 10: NON-ASSIGNMENT

The rights and obligations of each party under this Agreement shall not be assignable except to subsidiaries, parent companies or fellow subsidiaries or with the prior consent of the other party.

ARTICLE 11: GOVERNING LAW AND ARBITRATION

11.1 This Agreement is governed by and shall be construed in accordance with the laws of England, but nothing herein shall relieve the parties of their obligations to comply with the U.S. Shipping Act of 1984, as amended.

11.2 Any dispute or difference arising out of or in connection with this Agreement which cannot be amicable resolved shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Article 11. The Arbitration shall be conducted in accordance with the London Maritime Arbitration Association (LMAA) Terms current at the time when Arbitration proceedings are commenced.

11.3 The reference shall be to three arbitrators. Any party or parties wishing to refer a dispute to Arbitration shall appoint an arbitrator and send notice of such appointment to the other party or parties, which shall appoint its/their own arbitrator within 14 calendar days of that notice. Such notice shall state that the arbitrator appointed by the party or parties referring a dispute to arbitration shall serve as the sole arbitrator unless the other party/parties appoints its/their own arbitrator and provide notice of such appointment within the 14 days specified. If the other party(ies) do not appoint its/their own arbitrator and give notice that it/they have done so within the 14 days specified, the party(ies) referring a dispute to Arbitration may, without the requirement of any further prior written notice to the other party, appoint its/their arbitrator as sole arbitrator and shall advise the other party(ies) accordingly. The award of a sole arbitrator shall be binding on all parties as if the arbitrator had been appointed by agreement. Nothing herein shall prevent the parties from

agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

11.4 In cases where neither the claim nor any counterclaim exceeds the sum of US\$ 100,000 the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when Arbitration proceedings are commenced.

11.5 The parties agree that any awards given under this Article 11 in respect of any dispute or difference shall be notified to the European Commission.

ARTICLE 12: MISCELLANEOUS

12.1 This Agreement and any future amendment hereto may be executed in counterparts. Each such counterpart shall be deemed an original, and all together shall constitute one and the same agreement.

12.2 In the event any provision of this Agreement may prove to be illegal or unenforceable, the remaining provisions of the Agreement shall continue in force and effect unless the parties would not have entered into the Agreement without that provision which may be proven to be illegal or unenforceable.

12.3 Any notice hereunder shall be made by courier service or registered mail, or in the event expeditious notice is required, by e-mail or fax confirmed by courier or registered mail, to the addresses shown in Article 3 hereof.

12.4 The parties shall comply with all laws, regulations, requirements, directions or notices of customs, port and other authorities.

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Signature Page

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
by their duly authorized representatives as of this 29th day of March, 2017.

HAPAG-LLOYD AKTIENGESELLSCHAFT

HAMBURG SÜDAMERIKANISCHE
DAMPFSCHIFFFAHRTS-
GESELLSCHAFT KG

By: 

By: _____

Name: Ulf Schawohl
Title: Senior Managing Director

Axel Lüdeke
Senior Director

Name:

Title:

CMA CGM S.A.

By: _____

Name:

Title:

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DAMPFSCHIFFFAHRTS-
GESELLSCHAFT KG

By: _____

By: _____

Name:

Name:

Frank Smet

Title:

Title:

Member of the Executive Board

CMA CGM S.A.

Philippe Arning
Global Head of Network

By: _____

Name:

Title:

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DAMPFSCHIFFFAHRTS-
GESELLSCHAFT KG

By: _____

By: _____

Name:

Name:

Title:

Title:

CMA CGM S.A.

By: _____

Name:

Title:

FARUK BAYRAK
Vice President Latin America & Caribbean Lines

